

LEGAL NOTICE

Date of Issuance: April 3, 2024

ADDENDUM #1 – CONTRACT #2127R

FILTER REHABILITATION PROJECT

The original bid documents for the above-referenced **Contract #2127R** are amended as noted in this **Addendum #1**. This Addendum shall become part of the bid documents and is to be attached thereto. The changes to the bid documents are listed below. **All other provisions and technical requirements of the bid remain unchanged.**

1. The paragraphs on **Page I-10** are amended to read as follows:

Time for Completing Work:

The Contractor shall commence the work within seven (7) days from the issuance of the Notice to Proceed by the Commission. The Contractor shall achieve Substantial Completion within $= 240 + (\text{Number of filters awarded} - 1) \times 90$. By way of example only, if four filters are awarded, then $240 + (4 - 1) \times 90 = 510$ days for Substantial Completion of the project from the day of Notice to Proceed. Substantial Completion means construction of all piping to the contract limits shown on the drawings in accordance with the Technical Specifications and sufficient completion and successful testing and operation of the project in accordance with the Technical Specifications. The Contractor shall achieve Final Completion of the project within 60 days of Substantial Completion. Final Completion means the completion of all work in accordance with the Bid Specifications and the Technical Specifications, including any outstanding issues and/or deficiencies as identified by the Commission. ~~and Final Completion are defined in Section 011216 Paragraph 1.03A of the Technical Specifications.~~

Liquidated Damages:

If the Contractor shall not complete the work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Commission **TWO HUNDRED FIFTY (\$250.00) per day after the Substantial Completion Deadline and TWO HUNDRED FIFTY (\$250.00) per day after the Final Completion Deadline.** Liquidated damages shall be in accordance with the Liquidated Damages Schedule as set forth herein and in Section 011216-1 of the Technical Specifications, for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Bid Specifications for completing the work.

The Commission may, in its sole discretion, review any purported reasons for delay and consider an extension or change order pursuant to the terms of Contract. The Commission shall have the right to offset from monies owed the Contractor under this Contract any and all monies owed the Commission as Liquidated Damages.

2. The paragraphs on **Page C-6 and C-7** are amended to read as follows:

A. **Time for Completing Work:**

The Contractor shall commence the work within seven (7) days from the issuance of the Notice to Proceed by the Commission. The Contractor shall achieve Substantial Completion within $= 240 + (\text{Number of filters awarded} - 1) \times 90$. By way of example only, if four filters are awarded, then $240 + (4-1) \times 90 = 510$ days for Substantial Completion of the project from the day of Notice to Proceed. Substantial Completion means construction of all piping to the contract limits shown on the drawings in accordance with the Technical Specifications and sufficient completion and successful testing and operation of the project in accordance with the Technical Specifications. The Contractor shall achieve Final Completion of the project within 60 days of Substantial Completion. Final Completion means the completion of all work in accordance with the Bid Specifications and the Technical Specifications, including any outstanding issues and/or deficiencies as identified by the Commission. ~~and Final Completion are defined in Section 011216 Paragraph 1.03A of the Technical Specifications.~~

E. **LIQUIDATED DAMAGES**

If the Contractor shall not complete the work within the time herein specified, or any proper extension thereof granted by the Commission, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Commission **TWO HUNDRED FIFTY (\$250.00) per day after the Substantial Completion Deadline and TWO HUNDRED FIFTY (\$250.00) per day after the Final Completion Deadline.** Liquidated damages shall be in accordance with the Liquidated Damages Schedule as set forth herein and in Section 011216-1 of the Technical Specifications, for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Bid Specifications for completing the work.

On Page N-1 please change THURDAY to THURSDAY, MAY 2, 2024.

Addendum No. 1 will be part of the contract documents. A copy of Addendum No. 1 has been sent to all prospective respondents who received the original bid documents.

Receipt of this Addendum #1 must be noted in the Acknowledgement of Receipt of Changes to the bid documents form page (I-29), submitted with each bid.

Questions regarding this **Addendum #1** may be submitted via e-mail to:

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